

IRVIN WALL

IBLA 82-1255

Decided November 17, 1982

Appeal from a decision of the Oregon State Office, Bureau of Land Management, rejecting in part oil and gas lease offer, OR 28392.

Affirmed.

1. Appeals -- Oil and Gas Leases: Applications: Sole Party in Interest

A decision partly rejecting an oil and gas lease offer because the lands are included in a lease issued to a prior applicant will be affirmed on appeal upon a finding that appellant's contention that the prior applicant failed to comply with the requirements for disclosure of other parties in interest is simply unfounded.

APPEARANCES: Irvin Wall, pro se.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

Irvin Wall has appealed from a decision of the Oregon State Office, Bureau of Land Management (BLM), dated July 30, 1982, rejecting in part oil and gas lease offer, OR 28392, because portions of the lands requested are included in a lease issued pursuant to a prior offer.

Wall filed oil and gas lease offer, OR 28392, on July 31, 1981, for the NE 1/4 SW 1/4, S 1/2 SW 1/4, SE 1/4 sec. 34, T. 6 S., R. 25 E.; lots 1, 2, 3, 4, S 1/2 N 1/2, S 1/2 (all) sec. 3, T. 7 S., R. 25 E., Willamette meridian, Wheeler County, Oregon. 1/ The lands requested in sec. 3 were included in

1/ Appellant filed his offer on July 31, 1981, describing the lands requested as situated in Wheeler County, Oregon. The portion rejected, lots 1, 2, 3, 4, S 1/2 N 1/2, S 1/2 (all) sec. 3, T. 7 S., R. 25 E., Willamette meridian is located in Wheeler County. However, NE 1/4 SW 1/4, S 1/2 SW 1/4, SE 1/4, sec. 34, T. 6 S., R. 25 E., Willamette meridian is located in Morrow County, Oregon. Without any explanation or request for correction from appellant on file, the lease, OR 28392, was issued effective

a prior oil and gas lease offer, OR 26899, filed by McMoRan -- Freeport Oil Company (McMoRan) on May 22, 1981. McMoRan was issued a lease which included sec. 3 on July 1, 1982. In a decision dated July 30, 1982, BLM rejected appellant's offer as to the sec. 3 lands because of McMoRan's prior offer and lease.

On appeal, Wall contends that McMoRan's prior offer should have been rejected, and specifically complains that McMoRan's offer "failed to show the percentage of ownership and qualifications to hold federal lease by the parties named."

Item 6 of Form 3110-1, Offer to Lease and Lease for Oil and Gas (Non-competitive Public Domain Lease), provides for the offeror to declare whether he is the sole party in interest. If the offeror is not the sole party in interest, certain statements must be filed as prescribed by Item 6 of the Special Instructions, Form 3110-1, and required under 43 CFR 3102.2-7.

First, the names of all other parties who own or hold any interest in the offer must be submitted, either on the lease offer or on an accompanying statement. Second, a separate statement must be received within 15 days after the filing of the offer, signed by both the offeror and the other parties in interest, setting forth the nature and extent of the interests of each and any oral or written agreement between them. Third, all interested parties must furnish evidence of their qualifications to hold lease interests.

Appellant wrongly accuses McMoRan of noncompliance with the above procedures. Obviously, he did not consult the entire case file for lease offer OR 26899. The lease offer was filed on May 22, 1981. Attached to and made part of the offer was a statement of other parties in interest. Thirteen days later, on June 4, 1982, McMoRan filed a copy of a letter dated May 12, 1981, setting forth the agreement between the offeror and the other parties in interest, including the interests claimed by each. It was signed by all parties concerned. Accompanying the letter was a statement of qualifications dated and signed by the other parties in interest. This appeal is before us, not because appellant has presented a legitimate controversy, but because he has apparently failed to review the whole public record made available to him, and his allegations are simply unfounded.

fn. 1 (continued)

Sept. 1, 1982, with the proper county designation. BLM apparently corrected Wall's error. See Irvin Wall, 67 IBLA 301 (1982), where the appellant, Irvin Wall, unsuccessfully argued for the cancellation of a lease when the offer mistakenly identified the county where the requested lands were located and the mistake was corrected by BLM on the completed lease form. Wall has filed several other appeals to this Board seeking the cancellations of leases held by other parties because they allegedly designated the wrong county in their lease offers, as Wall himself has done in this instance.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Edward W. Stuebing
Administrative Judge

We concur:

Anne Poindexter Lewis
Administrative Judge

Gail M. Frazier
Administrative Judge

